	State of South Carolina Invitation for Bid Amendment #1	Solicitation Number: 5400003456 Date Issued: 09/21/2011 Procurement Officer: STACY LANGDALE, CPPB Phone: 803-737-4375 E-Mail Address: SLangdale@mmo.sc.gov

DESCRIPTION: Vehicles - Statewide Contract for Sedans

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **10/07/2011 11:00:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **09/27/2011 10:00:00** **(Questions Limited to Amended Parts Only)**
(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Paper Submittals – 2 (1 original & 1 copy)**
**** Prefer On-Line Submittals ****

CONFERENCE TYPE: Intentionally Deleted DATE & TIME: <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Intentionally Deleted
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AWARD & AMENDMENTS	Award will be posted on 10/18/2011 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.
(See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>		Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>		TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>
TITLE <small>(business title of person signing above)</small>		STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) <small>(See "Signing Your Offer" provision.)</small>		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)		
	_____ Area Code -		
	Number - Extension	Facsimile	
	_____ E-mail Address		

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____ Payment Address same as Home Office Address	____ Order Address same as Home Office Address
____ Payment Address same as Notice Address (check only one)	____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS
Preferences do not apply to vehicle procurements per 11-35-1524(E)(5)

PREFERENCES –
Not applicable to this procurement

Table of Contents

SECTION_I	4	
ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006)	4	
MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)		4
SECTION_IIA	5	
DEFINITIONS (JAN 2006)	5	
AMENDMENTS TO SOLICITATION (JAN 2004)	5	
AWARD NOTIFICATION (NOV 2007)	5	
BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004) .	6	
BID ACCEPTANCE PERIOD (JAN 2004)	6	
BID IN ENGLISH and DOLLARS (JAN 2004)	6	
BOARD AS PROCUREMENT AGENT (JAN 2004)	6	
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)	6	
CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)		7
CODE OF LAWS AVAILABLE (JAN 2006)	7	
COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)	8	
DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011)		8
DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)	8	
DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)	8	
DUTY TO INQUIRE (JAN 2006)	8	
ETHICS CERTIFICATE (MAY 2008)	8	
OMIT TAXES FROM PRICE (JAN 2004)	8	
PROTESTS (JUNE 2006)	relocated to Section II.B.	
PUBLIC OPENING (JAN 2004)	9	
QUESTIONS FROM OFFERORS (JAN 2004)	9	
REJECTION/CANCELLATION (JAN 2004)	9	
RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)	9	
RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)	10	
SIGNING YOUR OFFER (JAN 2004)	10	
STATE OFFICE CLOSINGS (JAN 2004)	10	
SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)	10	
SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)	11	
TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)		11
TAXPAYER IDENTIFICATION NUMBER (JAN 2004)	11	
VENDOR REGISTRATION MANDATORY (JAN 2006)	11	
WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)	12	
SECTION_IIB	13	
CONFERENCE - PRE-BID/PROPOSAL - Intentionally Deleted	13	
DESCRIPTIVE LITERATURE -- LABELLING (JAN 2006)	13	
DESCRIPTIVE LITERATURE -- REQUIRED	13	
CLARIFICATION (NOV 2007)	13	
MAIL PICKUP (JAN 2006)	13	
OFFERING BY ITEM (JAN 2006)	13	
ON-LINE BIDDING INSTRUCTIONS	13	
PROTESTS (JUNE 2006)	relocated from Section II.A.	
PROTEST - CPO - MMO ADDRESS (JUNE 2006)	15	
UNIT PRICES REQUIRED (JAN 2006)	15	
SECTION_III	16	
SEE BIDDING SCHEDULE	16	
DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)	16	
DELIVERY DATE -- DAYS ARO	16	
OPERATIONAL MANUALS (JAN 2006)	16	
QUALITY -- NEW (JAN 2006)	16	
INDIVIDUAL VEHICLE SPECS.....	16	

SECTION_IV	26	
INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)	26	
MINORITY PARTICIPATION (JAN 2006)	26	
SECTION_V	27	
QUALIFICATION OF OFFEROR (JAN 2006)	27	
SECTION_VI	28	
AWARD BY ITEM (JAN 2006)	28	
AWARD CRITERIA -- BIDS (JAN 2006)	28	
CALCULATING THE LOW BID	28	
COMPETITION FROM PUBLIC ENTITIES (JAN 2006)	29	
UNIT PRICE GOVERNS (JAN 2006)	29	
SECTION_VIIA	30	
ASSIGNMENT (JAN 2006)	30	
BANKRUPTCY (JAN 2006)	30	
CHOICE-OF-LAW (JAN 2006)	30	
CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)	30	
DISCOUNT FOR PROMPT PAYMENT (JAN 2006)	30	
DISPUTES (JAN 2006)	31	
EQUAL OPPORTUNITY (JAN 2006)	31	
FALSE CLAIMS (JAN 2006)	31	
FIXED PRICING REQUIRED (JAN 2006)	31	
NON-INDEMNIFICATION (JAN 2006)	31	
NOTICE (JAN 2006)	31	
PAYMENT and INTEREST (MAY 2011)	31	
PUBLICITY (JAN 2006)	32	
PURCHASE ORDERS (JAN 2006)	32	
SETOFF (JAN 2006)	32	
SURVIVAL OF OBLIGATIONS (JAN 2006)	32	
TAXES (JAN 2006)	32	
TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)	32	
THIRD PARTY BENEFICIARY (JAN 2006)	33	
WAIVER (JAN 2006)	33	
SECTION_VIIB	34	
GENERAL	34	
ACCEPTANCE OF OFFERS 10% BELOW PRICE (JAN 2006)	38	
FEE FOR ADMINISTRATIVE SERVICES (OCT 2007).....	38	
CHANGES (JAN 2006)	39	
CISG (JAN 2006)	39	
CONTRACT LIMITATIONS (JAN 2006)	40	
DEFAULT (JAN 2006)	40	
ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)	41	
ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)	41	
PRICE ADJUSTMENTS (JAN 2006)	41	
PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)	41	
PRICE ADJUSTMENTS -- LIMITED BY PPI (JAN 2006) ..	42	
PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)	42	
PURCHASING CARD	42	
RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)	42	
SHIPPING / RISK OF LOSS (JAN 2006)	42	
STATEWIDE TERM CONTRACT (JAN 2006)	42	
STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006) ...	43	
SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009)	43	
TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)	43	
TERM OF CONTRACT -- OPTION TO RENEW (JAN 2006)	43	

TERM OF CONTRACT—TERMINATION BY CONTRACTOR	44
TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)	43
TERMINATION FOR CONVENIENCE (JAN 2006)	43
WARRANTY -- STANDARD (JAN 2006)	44

SECTION_VIII 45
BIDDING SCHEDULE

SECTION_IX 49	
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING	49
OFFEROR'S CHECKLIST (JUN 2007)	50
VEHICLE QUESTIONNAIRE.....SEPARATE DOCUMENT	
REVISED BIDDING INSTRUCTIONS.....SEPARATE DOCUMENT	

IMPORTANT NOTICE: To be consistent with the manner in which vehicle amendments have been processed in the past, the state has opted to issue a complete new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the “Pre-Award” and “Post Award” phases of this procurement. Prospective bidders should discard the original solicitation document and use this document when preparing their offer.

In an effort to assist your review of the amendment, we have endeavored to highlight changes in yellow. To use this feature, offerors will need to view the electronic version of this document.

Despite our best efforts, there is a chance that a change was inadvertently left unhighlighted. Therefore, offerors are cautioned that they are responsible to review the content of the entire document and cannot rely detrimentally on highlights identifying all changes.

I. SCOPE OF SOLICITATION

SCOPE: The following vehicles are being solicited:

SEDAN, COMPACT, 4 DOOR, HYBRID – GAS/ELECTRIC

SEDAN, CROSSOVER, COMPACT, 4 DOOR – FLEX FUEL

SEDAN, FULL SIZE, 4 DOOR, 5-PASSENGER – FLEX FUEL

The intent of this procurement is to establish statewide contracts for the purchase of vehicles as referenced above. The resulting contracts will be used by state agencies and political subdivisions per state and local requirements. This is a one-year contract with a one year renewal option. The maximum contract life is 2 years. Contracts will be awarded by item so offerors may bid on 1 or more items. Life cycle costing is used to determine vehicle awards unless the vehicle is $\geq 8,600$ GVWR or classified as a law enforcement vehicle.

ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed. [01-1015-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: 11/01/2011 End date:10/31/2013. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-1]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AWARD NOTIFICATION (NOV 2007)

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

BOARD AS PROCUREMENT AGENT (JAN 2004)

(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for

determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.htm> [02-2A040-1]

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. [02-2A047-1]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (JAN 2006)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

PROTESTS (JUNE 2006) – Relocated to Section II.B.

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (JAN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. [02-2A105-1]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer.

This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.*** [02-2A110-1]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:

http://www.scemd.org/scgovweb/weather_alert.html [02-2A120-1]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South

Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Intentionally Deleted

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation.

Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

DESCRIPTIVE LITERATURE -- LABELLING (JAN 2006)

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

DESCRIPTIVE LITERATURE -- REQUIRED

If you are submitting a bid for an "or equal" model, your offer is to include manufacturer's latest literature showing complete product specifications. The manufacturer's literature is to include a listing of standard options for the model.

MAIL PICKUP (JAN 2006)

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OFFERING BY ITEM (JAN 2006)

Offers may be submitted for one or more items. [02-2B085-1]

ON-LINE BIDDING INSTRUCTIONS

IMPORTANT INFORMATION FOR ALL OFFERORS

All Offerors desiring to respond to this solicitation should register and submit your response online. To respond online, you must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: <http://www.procurement.sc.gov/>. Even if you are registered in the old procurement system, you must still register or update your information in the new SCEIS system. Once the registration process is complete, the system will generate a new SCEIS vendor user ID and password. The Offeror must keep this information current or you will not be able to submit future bids.

OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001 Select Option 1 then Option 3

Monday – Friday 8:00 AM – 4:30 PM EST

Other vendor instructions found at <http://www.procurement.sc.gov/> include:

- [Vendor Registration Guide](#)
- [How do I Respond to A Solicitation](#) - Interactive Document
- [How do I Respond to A Bid with Complex Pricing Line Items](#)
- [How do I Respond to A Bid with Complex Pricing – Price Scale](#)

NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation online.

1. The original solicitation response should be submitted online and is the official response. Online offers will be considered signed/executed offers meeting the standards stated in Section II.A, clause entitled “Signing Your Offer.”
2. All bidders must attach all documents, including additional requested documents to their response in the online system. These documents can be attached under the “**My Notes**” tab of the online solicitation either on the main page or under the necessary line item.

In addition to the offer you submit online, please submit the following:

1. **One (1) hardcopy, and one redacted copy of the response submitted online**

All copies requested must be delivered no later than the date and time specified on the cover page of the solicitation to the following address:

SC Budget & Control Board, Procurement Services Division
Materials Management Office
Attention: **Stacy Langdale, CPPB**
Attention: **5400003456**
1201 Main Street, Suite 600
Columbia, SC 29201

Offeror Verification of Submitted Responses


After submitting an online response to a solicitation, Offeror may validate their submission with the following steps:

1. Go back to the initial screen
2. Select Start by clicking the Start button
3. Bid Submitted will appear in the Bid Status Column as seen below

Process Bids

Find Bid Invitations and Auctions







Number of Document Name Status Processed by Me



[Extended Search](#)

Tip: Choose a symbol in the navigation column or navigate to the bid overview by choosing the bid number

Search Result: 32 Hits

Number	Name	Trans. Type	Start Date	End Date	Bid Status	Action
5400000603	Testing follow-on documents	Invitation For Bid		06/26/2008 16:00:00	Follow-on Document Created	  
5400000602	Printers	Invitation For Bid		06/27/2008 17:00:00	Bid submitted	  

You may want to print this page for your records.

PROTESTS (JUNE 2006) – Relocated from Section II.A.

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PROTEST - CPO - MMO ADDRESS (JUNE 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

- (a) by email to protest-mmo@mmo.state.sc.us ,
- (b) by facsimile at 803-737-0639 , or
- (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

DELIVERY DATE – DAYS ARO

All items shall be delivered within the number of days after receipt of purchase order (days ARO) listed on the bid schedule (Section VIII) for the awarded item(s).

OPERATIONAL MANUALS (JAN 2006)

Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

STANDARDIZED SPECIFICATIONS (revised 08/11/2011)

The following 14 specifications are applicable if they are listed as “Factory Installed Items” (included in the “Base Price”) or “Option Equipment” (Add or Deduct Pricing). If they are not referenced by the spec item name (example: Tow Package) in the individual vehicle spec, they do not apply. Should it be necessary to deviate from a standard spec, the deviation(s) will be expressly stated within the individual vehicle spec. The individual vehicle spec takes precedence over the standardized vehicle spec. Unless stated otherwise in an individual vehicle’s specification, the following standardized specifications apply:

IMPORTANT NOTICE: Contractors should review purchase orders carefully for items such as drawbar, pin, clip and shank configuration information as well as anything else needing further description for that order as provided in the contract documents. They should notify the governmental entity when needed information is missing. This office will require delivery of all specified items unless the governmental entity provides specific notice of relief from same in writing. **THESE TYPE ITEMS ARE INCLUDED IN THE CONTRACT PRICES!**

1. **TOW PACKAGE** ****FACTORY INSTALLED****: Factory installed hitch plus all necessary components to match or exceed the maximum rated towing capacity of vehicle are to be included. Wiring will include everything necessary to hook-up both 4 way and 7way wiring harnesses. Contractor to provide (**at no additional charge**) the drawbar, pin, clip, ball, and shank configuration specified by the owner when each order is placed (example: Dept. of Natural Resources standard configuration unless specified otherwise on their purchase order is as follows: Drawbar w/2” drop, pin, clip, and 2” ball w/ 1” solid shank).

NOTE: If the drawbar, pin, clip, and shank configuration is inadvertently left off a purchase order, it does not relieve the contractor of the requirement to provide same as specified in the contract documents.

2. **WINCH:** Electric, Front Mount, 9,000 lb. with Roller Fair Lead (5742) and 125' cable, Grill Guard and Mounting Bracket, Warn model XD9000i. **Mounting bracket must not extend down below the height of the front bumper. (May be installed by Dealer or approved Upfitter)**
3. **RADIO NOISE SUPPRESSION:** The vehicle is to be used as a governmental fleet vehicle and will have an approximate 150-watt mobile (two-way) radio installed, operating on frequencies designated by the FCC for use in the Public Safety Radio Service (47 CFR 90). The vehicle shall be fully compatible with the above radio installation, and vehicle components and equipment shall not interfere with operation (transmitting or receiving) of the mobile radio.
4. **AUXILIARY POWER CONNECTION:** A factory installed two wire power connection shall be provided in the engine compartment. If the specified connection is NOT offered by the manufacturer, said connection may be installed by an upfitter. Documentation of non-availability from the manufacturer is to be obtained from the manufacturer and included in the bid submittal. The circuit shall be a minimum 5 amp fused with a minimum 16 gauge automotive grade cable. The circuit shall operate with the ignition switch in the "Accessory" or "On" position and shall include one blue wire for ignition and one red wire for accessory. The power connection will allow installation of additional high amperage accessories.
5. **STEP BAR – ENTRY / EGRESS:** On level ground, where the vertical clearance from the ground to door threshold (place where the driver and passenger(s) place their foot when entering the cab) exceeds nineteen inches, a 3 inch diameter step bar shall be installed on both sides of the vehicle so the ground clearance to the bar does not exceed nineteen inches. For vehicles with extended, quad, or crew cabs, an extended or double step bar shall be installed that services entry to and egress from all doors. In all cases, overall manufacturer desired vehicle ground clearance must be maintained. The bar shall be the type customarily manufactured and marked for this purpose. It may be factory, dealer, or approved up-fitter installed. The step bar shall be a BULLY single, extended, or double step bar, or equal.

Step Bar Color: Black Powder Coated

OEM molded plastic running boards are acceptable (black).

6. **4 x 4 WHEEL DRIVE PACKAGE** - The following items are included:
 - a. Transfer Case with Auto Locking Hubs (operator can lock in hubs without leaving the cab)
 - b. Factory Skid Plates (minimum set includes transfer case and fuel cell protection)
 - c. Locking or Limited Slip Differential, or Electronic Traction Control
 - d. Suspension – all changes recommended by the manufacturer for 4 x 4 operation
 - e. All Terrain Tires

IMPORTANT DISTINCTION: The State does NOT consider All Wheel Drive (AWD) to be equivalent to Four Wheel Drive (4 x 4). Therefore, AWD will NOT be accepted as a substitute for 4 x 4.

7. **DAYTIME RUNNING LIGHTS:** If standard equipment, daytime running lights are to be made inoperable prior to delivery on vehicles purchased by law enforcement entities.
8. **MIRRORS – EXTENDED, BREAKAWAY:** The primary mirror will be a minimum of 6" x 14". The convex mirror will be a minimum of 5". The purpose of the mirror is to improve the driver's view to the rear when towing and backing.
9. **TIRES:** Tires will be mounted with black walls turned to the outside. All tire walls with contrasting colors such a white walls, red walls, raised white letters, etc. will be turned to the inside. The buying governmental entity may reject delivery if black walls are not turned to the outside.

10. **THREE (3) KEYS:** Three (3) complete sets of keys are to be provided for each vehicle delivered. The cost for same is included in the base price. This requirement applies to all types of key systems (traditional 2 key sets, traditional 1 key, programmable 1 key, etc.). Does not apply to keyless entry remote unless integrated into the key.

11. **FLOOR MATS:** Unless stated otherwise in the individual vehicle specifications the following applies:

- a. **When floor mats are available through the manufacturer, the mats provided will be either the manufacturer's mats or equal. The equal must meet or exceed the manufacturer's mat fit and quality characteristics. This applies to both carpeted and rubber/vinyl mats. If an equal is being offered, it will be identified in the offer as a dealer installed item.**
- b. Vehicles with carpeted interiors will include high grade factory carpeted floor mats or equal.
- c. Vehicles that do not have carpeted interiors will include high quality, heavy duty rubber/vinyl floor mats.
- d. In the event required floor mats (listed as a factory installed item in the individual vehicle specification) are not available through the manufacturer; high quality, heavy duty floor mats will be offered and identified in the offer as a dealer installed item. The floor mat type will be the same as that listed in the individual vehicle specification (rubber/vinyl or carpeted).

NOTE: Should a vehicle with carpeted interior specify rubber or vinyl floor mats, the mats will be high quality, heavy duty rubber/vinyl mats. Item A (above) applies.

12. **ENGINES – GASOLINE / UNLEADED / E10:**

For gasoline powered vehicles and equipment, fuel system components and gasoline engines shall be compatible with E10 ethanol blends, minimum. These engines are to perform as follows:

- a. No noticeable degradation in vehicle drivability,
- b. Minimal impact on vehicle operating efficiency (defined to be no more than 10% decrease in fuel economy)
- c. Maintenance sensors and warning systems are to display normally (example: introduction of E10 is not to cause the check engine light to display)

NOTICE: The State will be transitioning to the E10 Unleaded Fuel Blend. We are in the process of positioning fuel contracts to accomplish same. It is our understanding that at some point in the not too distant future, the traditional unleaded fuels will not be available at the fuel terminals and only E10 or higher ethanol fuel blends will be available. The State, like all other fleet operators, will continue to monitor and adjust its operational approach to fuels and vehicles as market changes occur.

13. **FUEL SYSTEM:** For Diesel powered vehicles and equipment, fuel system components and Diesel engines shall be compatible with B20 bio-diesel blends, minimum.

14. **HEAD RESTRAINTS:** All outboard seating positions shall have factory installed head restraints via head rests or high back seats. The head restraints shall meet all requirements of U. S. Department of Transportation National Highway Traffic Safety Administration and Federal Motor Vehicle Standards.

NOTE: If head restraints are not available, the contactor shall provide each ordering governmental entity notification from the manufacturer verifying that head restraints are not available. **If head restraints are available from the manufacturer as either a standard or option item, they must be included in the offer and incorporated into the base price of the vehicle.**

SC STATE BUDGET & CONTROL BOARD
OFFICE OF GENERAL SERVICES
MATERIALS MANAGEMENT OFFICE
COLUMBIA, SC 29201

SEDAN, COMPACT, 4 DOOR, HYBRID – GAS/ELECTRIC
(Toyota Prius, Honda Civic or equal)

EQUIPMENT: The sedans shall be equipped with all standard equipment as specified by the manufacturer for this model, and shall comply with all EPA Emission standards and all motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

INTERIOR: Cloth

WHEELBASE/SIZE: Minimum of 100.4" and shall fully accommodate five (5) passengers.

ENGINE: 1.5 Liter 4 Cylinder Gas/Electric Hybrid System with a 3-Phase Electric Motor and Generator with a minimum of 70 HP.

TRANSMISSION: Automatic, continuously variable planetary gear set.

TIRES: Standard factory recommended steel belted radial tires P175/65R14 extra load AS. Spare tire shall be a space saver temporary type.

COLOR: Standard factory colors.

FACTORY INSTALLED ITEMS: The following options shall be furnished in addition to, or in place of, the regular standard equipment and will be "Factory Installed", unless otherwise specified.

1. Air Conditioning
2. Tinted Glass, all
3. Anti-Lock Brakes (ABS) Front Disc, Rear Drum
4. Power Steering, rack & pinion
5. Cruise Control with Resume
6. AM/FM Stereo Radio
7. Intermittent Windshield Wipers
8. Outside Rear View Mirrors, Power LH & RH remote (Convex)
9. Power Windows & Door Locks
10. Rear Window Defogger
11. Wireless, Keyless Remote Entry System
12. Rear Bench Seat
13. 4-Way Adjustable Front Seats
14. Dual Front SRS Air Bags
15. Carpeted Floor Mats
16. Daytime Running Lights (DRL)
17. Driver and Front Passenger Air Bags (minimum)
18. Alternator 100 AMP min.
19. Radio Noise Suppression (standard state spec.)
20. Auxiliary Power Connection (standard state spec.)
21. Tilt Steering Column

OPTIONAL EQUIPMENT

The following factory installed options may or may not be ordered. Offers must provide a price for all options or offer as part of the base price. If the option item is "STANDARD" enter "STD" on the line provided for price. **ALL ITEMS SHOULD HAVE A DOLLAR PRICE OR "STD" LISTED.** **OFFERS WILL NOT BE CONSIDERED IF THE PRICE LINE IS LEFT BLANK.** Option items marked as "STD" will be listed in the "Equipment Included" section of the contract sheets posted on the MMO web site.

Adds:

Intentionally Left Blank

Deducts:

Delete Cold Area Package (Heated Mirrors)

Auxiliary Power Connection (standard state. spec.)

Options requiring the additions of other options as well as those which are included as part of another:

SC STATE BUDGET & CONTROL BOARD
OFFICE OF GENERAL SERVICES
MATERIALS MANAGEMENT OFFICE
COLUMBIA, SC 29201

SEDAN, CROSSOVER, COMPACT, 4 DOOR – FLEX FUEL

(Chevrolet **Captiva Equinox**, Dodge Journey, or equal)

EQUIPMENT: The crossovers shall be equipped with all standard equipment as specified by the manufacturer for this model, and shall comply with all EPA Emission standards and all motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

INTERIOR: Cloth

WHEELBASE/SIZE: Minimum of 106" and shall fully accommodate five (5) passengers.

ENGINE: 4 Cylinder with no less than 2.4 liter – **FLEX FUEL**.

RADIO NOISE SUPPRESSION: (Standard State Spec.)

TRANSMISSION: Four (4) speed automatic or CVT (continuously variable transmission).

TIRES: Standard factory recommended steel belted radial tires shall be furnished. Spare tire shall be factory recommended conventional or space saver type.

INTERIOR CARGO CAPACITY: Maximum cargo capacity with all seats folded down must equal at least 56 cubic feet.

COLOR: Standard factory colors.

FACTORY INSTALLED ITEMS: The following options shall be furnished in addition to, or in place of, the regular standard equipment.

1. Air Conditioning
2. Tinted Glass, all
3. Cruise Control with Resume
4. AM/FM Stereo Radio
5. Intermittent Windshield Wipers
6. Outside Rear View Mirrors, LH remote, RH manual (Convex).
7. Battery 500 CCA min.
8. Alternator 100 AMP (minimum)
9. Power Door Locks and Windows
10. Rear Window Defroster
11. Secondary Power Point
12. Floor Mats, Front & Rear
13. Tilt Steering Column
14. Radio Noise Suppression (standard state spec.)
15. Auxiliary Power Connection (standard state. spec.)
16. Driver and Front Passenger Airbags (minimum)

OPTIONAL EQUIPMENT

The following factory installed options may or may not be ordered. Offers must provide a price for all options or offer as part of the base price. If the option item is "STANDARD" enter "STD" on the line provided for price. **ALL ITEMS SHOULD HAVE A DOLLAR PRICE OR "STD" LISTED.** **OFFERS WILL NOT BE CONSIDERED IF THE PRICE LINE IS LEFT BLANK.** Option items marked as "STD" will be listed in the "Equipment Included" section of the contract sheets posted on the MMO web site.

ADDS:

Intentionally Left Blank

DEDUCTS:

Power Door Locks & Windows

Cruise Control

Auxiliary Power Connection (standard state. spec.)

Options requiring the additions of other options as well as those which are included as part of another:

SC STATE BUDGET & CONTROL BOARD
OFFICE OF GENERAL SERVICES
MATERIALS MANAGEMENT OFFICE
COLUMBIA, SC 29201

SEDAN, FULL-SIZE, 4 DOOR, 5-PASSENGER, FLEX-FUEL
(Chevy Impala, Chrysler 300, or equal)

EQUIPMENT: The sedan shall be equipped with all standard equipment as specified by the manufacturer for this model, and shall comply with all EPA emission standards and all Federal Motor Vehicle Safety Standards as established by the US Department of Transportation regarding the manufacture of motor vehicles.

INTERIOR: Cloth seats with coordinated carpet floors. All standard colors are to be offered. The governmental unit will specify the standard when placing their order(s),

Interior Room Dimensions (stated in minimums):

Area Measured	Front	Rear
Head Room	38.5"	36.2"
Leg Room	41.3"	37.6"
Hip Room	53.7"	53.6"
Shoulder Room	57.8"	57.6"
Trunk Space		17.2 Cubic Feet

SIZE: The four-door sedan shall be of proper size to fully accommodate five (5) passengers.

ENGINE: The minimum engine size will be a 3.5L – 6 cylinder, with a minimum 200 HP rating.

RADIO NOISE SUPPRESSION: (Standard State Specification)

TRANSMISSION: Minimum four (4) speed automatic with overdrive

TIRES: Standard factory recommended steel-belted radial tires shall be furnished. Spare tire shall be factory recommended conventional (full size) or space saver type.

COLORS: All standard factory exterior and interior colors are to be offered. The governmental units will specify colors when placing their orders.

FACTORY INSTALLED ITEMS

The following options shall be furnished in addition to, or in place of the regular standard equipment:

1. Air Conditioning
2. Tinted Glass, All
3. Intermittent Wipers
4. Cruise Control with Resume
5. AM/FM Stereo Radio
6. Mirrors – Outside Rearview, Power, Remote, Left & Right Hand
7. Battery, mm 550 CCA
8. Alternator, 100 Amp minimum.
9. Power Locks & Windows
10. Defroster / Defogger - Rear Window
11. Carpet with Mats
12. Steering Column - Tilt
13. Radio Noise Suppression (standard state spec.)
14. Auxiliary Power Connection (standard state spec.)
15. Air Bags – SRS – Minimum Dual Front
16. Brakes – Anti-Lock Braking System – 4 Wheels
17. Floor Mats – Front & Rear (standard state spec.)
18. Molding, Side – Protect Full Length of Body
19. Wheel Covers

OPTIONAL EQUIPMENT

The following factory installed options may or may not be ordered. Offers must provide a price for all options or offer as part of the base price. If the option item is "STANDARD" enter "STD" on the line provided for price. **ALL ITEMS SHOULD HAVE A DOLLAR PRICE OR "STD" LISTED.** **OFFERS WILL NOT BE CONSIDERED IF THE PRICE LINE IS LEFT BLANK.** Option items marked as "STD" will be listed in the "Equipment Included" section of the contract sheets posted on the MMO web site.

ADDS:

Intentionally Left Blank

DEDUCTS:

Power Door Locks & Windows

Cruise Control

Auxiliary Power Connection (standard state. spec.)

Options requiring the additions of other options as well as those which are included as part of another:

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL:<http://www.govoepp.state.sc.us/osmba/>
[04-4015-1]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006)

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

VI. AWARD CRITERIA

AWARD BY ITEM (JAN 2006)

Award will be made by individual item. [06-6005-1]

AWARD CRITERIA -- BIDS (JAN 2006)

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

CALCULATING THE LOW BID

Life Cycle Costing

1. It is the intent of the State of South Carolina to award a contract to the vendor or vendors whose bid results in the lowest total cost during its period of ownership of the vehicles purchased. In determining the life cycle costs of a motor vehicle, the costs shall be determined on the basis of the unit price, resale value, and operating costs. The four (4) year residual value, 80,000 miles, and EPA ratings will be used to calculate the resale value and operating cost.

SC Code 1-11-310 (A) requires the State to purchase motor vehicles on the basis of lowest anticipated total life cycle costs. EPA ratings are used to calculate resale value and operating costs. In the event that bids are received on different makes/models that meet specifications where one make/model has an EPA rating and the other make/model does not have an EPA rating (based on GVWR), only bids for those vehicles with available EPA ratings will be considered for award. Bids for vehicles without an EPA rating will be deemed non-responsive. In the event that all bids are for vehicles without EPA ratings (based on GVWR), non-rated vehicles will be considered and award will be made to the lowest responsive & responsible bidder. Life Cycle Costing will not be applied.

2. For the purpose of this procurement, the following contract award formula will be used.

$$CA = UP + G - R$$

CA = Contract Award

UP = Unit Price + weighted "Total Adds" – weighted "Total Deducts"

G = Projected Fuel Expenditure, adjusted to present value.

R = Resale value (where applicable), adjusted to present value.

3. The above formula is predicated upon the use of the following definitions, criteria, and resources:
 - a. All cost data will be adjusted to present value by utilizing discount Factor of 5.1 percent per year.
 - b. Fuel cost shall be based upon the current EPA Fuel Economy Guide, Est. Hwy. Mileage for the vehicle bid and the prices per gallon listed below. (This part of the LCC evaluation does not apply to Patrol Vehicles or vehicles with GVWR rating of 8,500 lb. or more).

$$\text{GASOLINE} = \$3.30$$

4. The resale value of the vehicles bid shall be the forty-eight month projected used car value as published in the current issue (prior to bid opening date) of the Black Book Official Residual Value Guide for New and Used Vehicles. (Does not apply to Patrol Vehicles and Medium through Heavy Duty trucks.)

[06-6050-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

The following criteria will be used to evaluate offers:

- A. Production Model Year:
Vehicle models offered must be 2011 models or newer.
- B. Compliance with specification:
Bid specifications listed are intended to achieve the desired purpose and to allow maximum competition. The right is reserved to reject any and all bids proposing to furnish equipment which in the opinion of the Materials Management Office is not satisfactory.

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT (JAN 2006)

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

BANKRUPTCY (JAN 2006)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-1]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day [07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NON-INDEMNIFICATION (JAN 2006)

Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

PAYMENT and INTEREST (MAY 2011)

(a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim

arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. [07-7A055-2]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order.

Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SETOFF (JAN 2006)

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

1. GENERAL:

A. Vehicle Condition - Preparation:

The vehicles shall be new, complete and of latest manufacture available. The entire vehicle must be properly serviced, oiled, greased and ready for operation.

2. OPTIONAL ITEMS:

A Prices bid for the most popular optional equipment (Add & Deduct) will be entered in the questionnaire and returned with your bid and the State will consider these prices in its overall evaluation of the bid. The right is reserved by the State to reject any bid for which it finds the option prices not satisfactory (inconsistent or unrealistic when compared with others prices).

IMPORTANT: Maximum mark-up acceptable is factory to dealer cost plus no more than 10%. Options not requested as an "Add" or "Deduct" option herein, but which may be required by the user on this contract, will be furnished by the contractor at dealer cost plus no more than 10%. The State reserves the right to require proof of the dealer's cost for any optional items.

B. All optional equipment shall be factory installed unless specified otherwise herein.

3. DELIVERY:

A. Acknowledgment of Order:

Within three (3) work days of receipt of an order, the contractor shall submit to the receiving agency ("Invoice To" address, from purchase order, "Attention Purchasing Office"), an acknowledgment of order post card per the following format:

ACKNOWLEDGMENT OF ORDER

VEHICLE MAKE & MODEL:

COLOR (Specify All):

QTY:

YOUR PURCHASE ORDER #

REC. ON:

STATE CONTRACT NO.:

FACTORY ORDER NUMBER IS:

PLACED ON

ANTICIPATED DELIVERY, ON OR ABOUT:

PLEASE REFERENCE FACTORY ORDER NUMBER WHEN INQUIRING.

Sincerely,
FLEET MANAGER

B. Location:

Deliveries for state agencies (except Dept. of Education and Dept. of Transportation) must be made to State Fleet Management, Columbia, SC. Exception to the requirement will be considered only in instance covering delivery that may be made through local dealers to political subdivision in their area, or instructions received from State Fleet Management. Political subdivisions will pick up vehicles at dealership or SFM.

- C. Delivery of a vehicle to SFM does not constitute acceptance by the State. The vehicle must be completely inspected by SFM personnel to insure it meets bid specifications prior to final acceptance. If a problem is identified during this inspection, it is the responsibility of the contract vendor to transport the vehicle to the nearest authorized dealer, correct the problem and return it to SFM for a follow-up inspection by the State.

- D Dealer Preparation Facilities: Vehicles are to be prepared (referred to as PDI) by an authorized manufacturer's representative. The representative is to have adequate personnel and equipment to perform all factory required pre-delivery services. The state reserves the right to inspect the dealer preparation facilities to insure that proper equipment and qualified personnel are available to properly perform the necessary dealer preparation functions. **THE CONTRACTOR IS RESPONSIBLE TO HAVE THE PDI PERFORMED BY AN AUTHORIZED FACTORY REPRESENTATIVE AND PROPERLY DOCUMENTED IN THE MANUFACTURER'S AUTOMATED RECORDS.**

4. DEALERS RESPONSIBILITIES PRIOR TO DELIVERY:

- A. Notification:
Vendors should notify State Fleet Management (803-737-1517) or political subdivisions Twenty Four (24) hours prior to delivery.
- B. Invoicing:
Dealers are instructed to send the invoice to the address that appears in the "Invoice To" column on the purchase order.
- C. Titling and Registration:
Titling and registration for vehicles sold pursuant to this bid shall be completed using one of the following methods, as appropriate:

State Agencies-

Certificate of Origin shall be made to the State of S.C. – (agency's name), 1022 Senate Street, Columbia, SC 29201. A completed, typed South Carolina Department of Motor Vehicles Form 400 shall be furnished with each unit and be completed as follows:

State of South Carolina
140 Stoneridge Dr, Suite 650
Columbia, SC 29210- 257

Department of Transportation and Department of Education-

Certificate of Origin and Form 400 for the Department of Transportation and Department of Education shall be completed as follows:

SC Dept of Transportation
P O Box 191
Columbia, SC 29202

SC Dept of Education
1429 Senate Street
Columbia, SC 29201

Other Political Entities-

Certificate of Origin and Form 400 for vehicles purchased by counties, cities and political subdivisions shall be assigned to that entity using its address, and mailed with the invoice.

Any questions concerning the Certificate of Origin and Form 400 should be directed to State Fleet Management, Compliance and Analysis Section, at 737-1508 or 737-2041.

- D. Warranty:
Each unit shall carry the manufacturer's standard warranty, which shall begin when the purchaser places the unit into service. The contractor shall perform the administrative details of adjusting the warranty start date upon written notification from the purchaser.
- E. Gasoline/Diesel Fuel
There must be minimum of a 1/4 tank of fuel in all vehicles when delivered to the State, regardless of size of tank. If there is less than this minimum quantity, the vehicle will be rejected. The dealer will be required to furnish additional fuel. Vehicles (cars & med. duty trucks) must operate on factory recommended unleaded regular gasoline (87 octane).
- F. Dealer Advertising:
No dealer advertising in any form is to be placed on or in the vehicle.
- G. Servicing:
After the vehicle is serviced, the dealer prep form will be completed, signed and delivered with the vehicle.
- H. Notifications:
Contractor must keep ordering entity informed, in writing, of any delivery problem encountered after acknowledgment of purchase order. **Contractor must also notify State Procurement and State Fleet Management of production cutoff dates as soon as they become available.**

5. ISSUANCE OF PURCHASE ORDERS:

Purchase orders for state agencies will be issued through the SFM Office unless otherwise directed. **Purchase orders received directly from state agencies (without State Fleet Management approval) are to be returned to the state agency unfilled.** Cities counties and other political subdivisions will place their orders directly with the contractor(s).

6. TRAINING:

The successful bidder shall furnish training to be conducted by factory authorized trainers in a ratio of one day of training for up to 15 students for each thirty (30) vehicles purchased. This training shall be provided on subjects requested by State Fleet Management and at locations throughout the State. The state will consider other than live, on-site methods of training that the vehicle manufacturer may offer. All training offers are subject to approval by the State Fleet Manager.

7. SERVICE LITERATURE:

The successful bidder shall furnish factory service bulletins, campaign bulletins, warranty bulletins and other bulletins (regardless of name) for a minimum period of two years from the beginning of the contract. These bulletins will be furnished to any agency purchasing vehicles from this contract when requested. When these bulletins are provided by the manufacturer on a free factory web site that the agency can access then hard copies would not be required. In addition two (2) copies of the pertaining parts and service literature, to include Shop Service Manuals, shall be delivered to State Fleet Management by the successful bidder. This literature may be delivered at anytime before the vehicles are delivered, but not later than 3 months after the start of the contract.

8. PAYMENT FOR VEHICLES/INVOICING:

If at all possible, vehicles should be paid for upon receipt or within ten (10) days after receipt by local Procurement Units. Payment for vehicles purchased by all State Agencies shall be in accordance with (IAW) Section 11-35-45 of the S. C. Procurement Code. All vouchers for payment of purchases of goods or services shall be delivered to the Comptroller General's office within thirty work days from the acceptance of the goods or services and proper invoice. After the thirtieth work day, following acceptance or the postmark on the invoice, the Comptroller General shall levy an amount not to exceed fifteen percent per annum from the funds available to the agency, such amount to be applied to the unpaid balance to be remitted to the vendor unless the vendor waives imposition of the interest penalty.

Floor-Plan Interest

Dealers may be due "Floor Plan Interest" for vehicles that are ordered from dealer's stock, after the "Production Cut-Off Date" and which are on the dealer's lot prior to the order being placed by the purchasing agency. For vehicles purchased which are not already in the dealer's stock, (i.e. delivered to the dealer's location subsequent to the date of the purchase order issued by the purchasing agency) no floor-plan interest may be charged. Floor-Plan Interest is calculated from the prime interest rate charged by the manufacturer, multiplied by the selling price, then divided by the number of days in the year. That will give the daily floor-plan amount to be charged. Please note the maximum allowable daily "Floor-Plan" interest shall not exceed \$8.00 per day. This daily amount is then multiplied by the number of days from the date of the vehicle's delivery to the dealer, until the date the vehicle is invoiced to the purchasing agency. Pursuant to agreement by the purchasing agency, dealers may also charge floor plan interest on vehicles where the delivery to the purchasing agency is delayed due to modifications (i.e. body mounting on cab and chassis, etc.) requested by the purchaser.

Floor Plan Interest shall be invoiced separately from the contract purchase price (including options) of the vehicle. This invoice must include the proof of delivery date (to the dealer) on each vehicle.

Floor-Plan Interest Example:

Vehicle Selling Price(per contract w/ any options):	\$20,000.00
Manufacturer's interest rate	<u>X .095</u>
Annual Interest Rate	\$1,900.00
Divide by 365 days in year	<u>÷ 365</u>
Daily Floor Plan Interest Charge	\$5.2055
round to nearest whole number:	
Floor-Plan Interest to be charged	<u>\$5.21 per day</u>

Dealers may charge an additional (minimal) amount for insurance calculated on the same basis as floor plan interest (i.e. daily single vehicle insurance rate multiplied by same number of days on which floor plan interest is due).

Note: Floor-Plan Interest and insurance are not a means for contract dealers to make extra profit on these vehicles. All such costs invoiced to the purchaser shall be pass through costs only, and may be subject to verification of such by purchaser's audit.

ACCEPTANCE OF OFFERS 10% BELOW PRICE (JAN 2006)

If the state is offered the exact same item on the exact same terms and conditions as those provided under this contract by a vendor other than the contractor (the "alternate vendor") for a price that is at least ten percent less than the contract price, the state may purchase those items from the alternate vendor if the contractor does not agree to meet the offered price. Any acquisition pursuant to this clause must be documented by the Procurement Officer in sufficient detail to satisfy the requirements of an external audit. [07-7B010-1]

FEE FOR ADMINISTRATIVE SERVICES - RECEIPTS - SPO (OCT 2007)

As provided herein, a public procurement unit, by participating in this contract, owes the Materials Management Office (MMO) a Fee for administrative services. A public procurement unit shall pay the Fee directly to Contractor as a part of the contract price. Contractor is responsible for collecting this Fee from participating public procurement units (state and local) and paying the Fee to MMO. The price stated in any offeror's bid or proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its contract pricing and shall not separately itemize or invoice for the Fee.

(a) For each Payment Period, Contractor shall pay to MMO a Fee equal to **0.75%** of the total dollar amount (excluding sales taxes & adjusted for credits or refunds) received from any public procurement unit by Contractor pursuant to this Agreement. As used in this clause, the term "Payment Period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any periods less than a full calendar quarter during the term of this Agreement. Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period (Example: Payment for the quarterly "Payment Period" of Jan. - Mar. 2004 is due on or before April 30, 2004). Payments are to be mailed to: Materials Management Office, Attn: Contract Admin. Fee, 1201 Main Street, Suite 600, Columbia, S.C., 29201. Payments shall be made to the order of the Materials Management Office. If the amount due for a Payment Period is less than \$10.00, no payment is required.

(b) Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. The Usage Report shall include any information requested by MMO to verify the amount due. At a minimum, each Usage Report shall reflect the following information for the applicable Payment Period: contractor's name, contract number, contract description, Payment Period/quarter, Total Dollar Value of Invoice Payments Received (excluding sales taxes and showing any adjustments for credits or refunds), Total Number of Units (if practicable), and the number, date, and amount of Contractor's check to MMO. The MMO procurement officer may require the Contractor to provide a separate, more detailed usage report. Should this be necessary, the procurement officer will work directly with the contractor to determine

the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

(c) During the term of this Agreement and for a period of three years thereafter, MMO, its auditors, or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records in order to audit all records relating to goods sold or work performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid MMO, then Contractor shall remit the underpayment and reimburse MMO for all costs of the audit.

(d) All amounts that become payable by the Contractor to MMO under this Agreement shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate.

(e) In the event the Contractor fails to make any payment when due, Contractor shall be liable to MMO for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

(f) Failure to pay any amount due pursuant to this clause may result in the Contractor's debarment pursuant to Section 11-35-4220 of the South Carolina Code of Laws, as amended.

(g) For purposes of this clause, MMO is intended as a third-party beneficiary of this Agreement. The phrase "public procurement unit" is defined by Section 11-35-4610(5) of the South Carolina Code of Laws, as amended.

NOTICE: The administrative fee created by this clause is calculated against receipts. After a contract has been awarded, contractor may elect to calculate the administrative fee against sales. To effect this election, a change order must be executed. The change order will substitute a different administrative fee clause for this one. The alternate clause is available for review upon request and may be found at www.ogs.state.sc.us/DDP/terms/. Any election must be made within thirty (30) days of final award. If you wish to make this election, contact the procurement officer identified on the cover page of this solicitation.

[07-7B020-1]

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

[07-7B030-1]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

NOTE: Estimating quantities for statewide term contracts during consistent budget years is, at best, an educated guess based on history. Buying patterns are cyclical over a period of several years. In the case of difficult budget years, such as the past 4 fiscal years, the estimates are less reliable than normal. Offerors should approach pricing accordingly.

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

[07-7B165-1]

This is a firm fixed price term contract. It is the intent of the Materials Management Office to maintain the bid price for the full initial term (1 year) plus the one (1) option term (also 1 year). Offerors are encouraged to secure pricing from the manufacturers accordingly. The price adjustment clause is included so the Materials Management Office may consider a price increase in unusual market conditions.

PRICE ADJUSTMENTS -- LIMITED BY PPI (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B180-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

PURCHASING CARD

Contractors are not required to accept the purchasing card as a form of payment.

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

STATEWIDE TERM CONTRACT (JAN 2006)

With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts. The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer. [07-7B225-1]

STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009)

If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 years, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (JAN 2006)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year(s), 0 month(s), and 0 day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-1]

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause by July 15 in the year of the then current term.

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the

terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

WARRANTY -- STANDARD (JAN 2006)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

THE OPERATIONS SUPPORT STAFF ARE AUTHORIZED TO READ THE NAME OF THE OFFEROR, MANUFACTURER, MODEL, MODEL #, UNIT PRICE, AND EXTENDED PRICE. NO OTHER INFORMATION WILL BE READ OR MADE AVAILABLE AT BID OPENING.

[PREFERENCES DO NOT APPLY TO MOTOR VEHICLE SOLICITATIONS PER 11-35-1524,D\(6\).](#)

NOTE: All dollar amounts are to be expressed to the nearest dollar. DO NOT LIST CENTS! If cents are listed in error they will be lined through by the procurement officer.

Item	Estimated Quantity	Unit of Measure	Unit Price	Estimated Extended Price
1	5	each		
Product Catg.: 07104 - Automobiles and Station Wagons				
Item Description: Sedan, Compact, 4 Door, Hybrid - Gas/Electric				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
ARE YOU ENTERING A BID FOR THIS LINE ITEM? IF SO, THEN ALL REMAINING ATTRIBUTE QUESTIONS MUST BE ANSWERED. FAILURE TO RESPOND TO ANY ATTRIBUTE QUESTION MAY RESULT IN YOUR BID BEING DETERMINED NON-RESPONSIVE.	Mandatory	No	_____	
QUESTIONNAIRE - MAKE	Optional	No	_____	
QUESTIONNAIRE - MODEL	Optional	No	_____	
QUESTIONNAIRE - YEAR	Optional	No	_____	
QUESTIONNAIRE - STANDARD FACTORY COLORS EXTERIOR	Optional	No	_____	
QUESTIONNAIRE - STANDARD FACTORY COLORS - INTERIOR	Optional	No	_____	

QUESTIONNAIRE - DAYS ARO	Optional	No	_____
DEDUCT - DELETE COLD AREA PACKAGE (HEATED MIRRORS)	Optional	No	_____
DEDUCT - AUXILIARY POWER CONNECTION - STANDARD STATE SPEC	Optional	No	_____
DEDUCTS - TOTAL OF ALL DEDUCTS	Optional	No	_____
DEDUCTS - TOTAL DEDUCTS X 0.25	Optional	No	_____
EVALUATED AMOUNT - (BASE PRICE) PLUS (TOTAL ADDS X 0.25) MINUS (TOTAL DEDUCTS X 0.25)	Optional	No	_____

Item	Estimated Quantity	Unit of Measure	Unit Price	Estimated Extended Price
2	20	each		
Product Catg.: 07104 - Automobiles and Station Wagons				
Item Description: Sedan, Crossover, Compact, 4 Door - Flex Fuel				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
ARE YOU ENTERING A BID FOR THIS LINE ITEM? IF SO, THEN ALL REMAINING ATTRIBUTE QUESTIONS MUST BE ANSWERED. FAILURE TO RESPOND TO ANY ATTRIBUTE QUESTION MAY RESULT IN YOUR BID BEING DETERMINED NON-RESPONSIVE.	Mandatory	No	_____	
QUESTIONNAIRE - MAKE	Optional	No	_____	
QUESTIONNAIRE - MODEL	Optional	No	_____	
QUESTIONNAIRE - YEAR	Optional	No	_____	
QUESTIONNAIRE - STANDARD FACTORY COLORS EXTERIOR	Optional	No	_____	

QUESTIONNAIRE - STANDARD FACTORY COLORS - INTERIOR	Optional	No	_____
QUESTIONNAIRE - DAYS ARO	Optional	No	_____
DEDUCT - POWER DOOR LOCKS & WINDOWS	Optional	No	_____
DEDUCT - CRUISE CONTROL	Optional	No	_____
DEDUCT - AUXILIARY POWER CONNECTION - STANDARD STATE SPEC	Optional	No	_____
DEDUCTS - TOTAL OF ALL DEDUCTS	Optional	No	_____
DEDUCTS - TOTAL DEDUCTS X 0.25	Optional	No	_____
EVALUATED AMOUNT - (BASE PRICE) PLUS (TOTAL ADDS X 0.25) MINUS (TOTAL DEDUCTS X 0.25)	Optional	No	_____

Item	Estimated Quantity	Unit of Measure	Unit Price	Estimated Extended Price
3	15	each		
Product Catg.: 07104 - Automobiles and Station Wagons				
Item Description: Sedan, Full-Size, 4 Door, 5-Passenger, Flex-Fuel				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
ARE YOU ENTERING A BID FOR THIS LINE ITEM? IF SO, THEN ALL REMAINING ATTRIBUTE QUESTIONS MUST BE ANSWERED. FAILURE TO RESPOND TO ANY ATTRIBUTE QUESTION MAY RESULT IN YOUR BID BEING DETERMINED NON-RESPONSIVE.	Mandatory	No	_____	
QUESTIONNAIRE - MAKE	Optional	No	_____	
QUESTIONNAIRE - MODEL	Optional	No	_____	

QUESTIONNAIRE - YEAR	Optional	No	_____
QUESTIONNAIRE - STANDARD FACTORY COLORS EXTERIOR	Optional	No	_____
QUESTIONNAIRE - STANDARD FACTORY COLORS - INTERIOR	Optional	No	_____
QUESTIONNAIRE - DAYS ARO	Optional	No	_____
DEDUCT - POWER DOOR LOCKS & WINDOWS	Optional	No	_____
DEDUCT - CRUISE CONTROL	Optional	No	_____
DEDUCT - AUXILIARY POWER CONNECTION - STANDARD STATE SPEC	Optional	No	_____
DEDUCTS - TOTAL OF ALL DEDUCTS	Optional	No	_____
DEDUCTS - TOTAL DEDUCTS X 0.25	Optional	No	_____
EVALUATED AMOUNT - (BASE PRICE) PLUS (TOTAL ADDS X 0.25) MINUS (TOTAL DEDUCTS X 0.25)	Optional	No	_____

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

1. Vehicle Questionnaire
2. Revised Bidding Instructions

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]

OFFEROR'S CHECKLIST (JUN 2007)

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]